

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SELECTBOARD MEETING MINUTES

October 20, 2014

Call to Order: The Selectboard meeting was called to order at 5:38 PM.

Members Present: Randy Crochier, John Ward, and Greg Snedeker

Members Absent: None

Others Present: Ray Purington, Admin. Assistant; David Detmold, Janet Masucci

Green Community Grant: Gary Bourbeau and Betsy Burnham, Pastor and Treasurer respectively, of the Gill Congregational Church met with the Selectboard to discuss the land behind the Church. There is about 8,000 square feet of land – slightly under 1/5 of an acre – that the Church owns behind the church building. At this year's annual meeting, members of the Church discussed making the land available for green burials or cremation burials. However, the proximity to the brook is problematic for burials, so the discussion turned to a "scatter garden." A scatter garden is a space specifically designated where cremation ashes (cremains) can be spread. It is a space-friendly option, and could be attractively laid out with foliage plantings, a bench, and possibly solar lighting.

Bourbeau announced that the Church members voted unanimously to offer this land to the Town for use as a scatter garden, if the Town wants it. He said there would be no vehicle access, only foot traffic and wheelchairs. He noted that it is "land the Church is never going to use."

As a separate matter, in his role as one of the Town's elected Cemetery Commissioners, Bourbeau reported that the Commission is continuing to work on finding a site for another conventional cemetery, as available plots in the existing cemeteries continue to dwindle in number.

Returning to the discussion of the Church's offer, it was suggested that the Gill Conservation Commission be approached, to find out if they have any jurisdiction in this matter. Bourbeau offered to contact the Conservation Commission. Randy commented that he understands that the DEP has turned over most permitting and regulation of cemeteries to local Boards of Health. Ray explained that accepting a gift of land requires a town meeting vote, and that Town Counsel would need to be consulted. No specific timetable for action was decided, other than Bourbeau's hope to have it accomplished before he dies. Bourbeau and Burnham left the meeting at 5:50 PM.

Minutes: John made a motion, seconded by Greg, to approve the minutes of 9/29. The vote was unanimous in the affirmative. John made a motion, seconded by Greg, to approve the minutes of 10/6. The vote was 2 in favor, 0 opposed, and 1 abstention (RC). Greg made a motion, seconded by Randy, to approve the minutes of 10/10. The vote was 2 in favor, 0 opposed, and 1 abstention (JW).

Green Communities Grant: Ray reported that he and Tupper Brown met with WMECO's Ken Garber and Kim Kiernan, along with DOER's Jim Barry, to review possible utility incentives for the Town's energy efficiency projects using Green Community funds. There are no incentives for the upcoming building insulation projects, but incentives are quite likely for ground- and air-source heat pump systems and for converting the streetlights to LEDs. Contracts with Energia for the two insulation projects are expected to be signed later this week.

Sewer I&I: The impeller on Pump #2 at the Sewer Pump Station cracked and split on October 11th. It has been removed and sent out for repair. No cost estimate is available at this time. The pump is out of warranty by 18 months. Pump #1 remains in operation.

Safety Complex Roof: The contract with Brian DeVriese for architectural design services has been signed. DeVriese will be on-site this week to inspect the Safety Complex Roof in preparation for creating technical specifications for the roof replacement project.

Gill Elementary Well: Dick Kilhart, with the Mass. Rural Water Association, has provided information about a Pre-Development Planning Grant from USDA Rural Development. The grant could be used to hire an engineer to determine and design a treatment system for the well at the School. The Selectboard encouraged Ray to pursue the grant further.

Spirit Shoppe Public Hearing: At 6:12 PM the Selectboard held a public hearing on the two applications received from Steve Schechterle, Deerfield Spirit Shoppe, d/b/a The Spirit Shoppe. Schechterle is seeking to transfer the all-alcohol package store license at 6 Main Road from JRS of Gill, d/b/a Jan's Package Store, to his Spirit Shoppe business. He has also applied to alter the interior of the 6 Main Road premises to reconfigure retail and storage spaces.

Schechterle explained that he currently owns and operates two other Spirit Shoppe stores, one in South Deerfield and one in Sunderland. He expects that the product mix at his Gill store will be similar – beer, wine, liquor, tobacco, snacks, and lottery. He requested the full hours of operation allowed by the Mass. Alcoholic Beverage Control Commission (ABCC). Initially he would expect to be open from 9:00 AM to 11:00 PM, Monday through Saturday, and from 10:00 AM to 11:00 PM on Sunday.

All full-time employees attend BAT server training that is offered through the Mass. Package Store Association. His cash registers have an ID check function, and it is store policy to ask for ID from anyone who looks to be under the age of 30. While he can't open for business until the ABCC has approved the license transfer, he hopes to be open before Christmas.

John made a motion, seconded by Greg, to approve the applications for the license transfer and alteration of premises. The vote was unanimous in the affirmative. Schechterle thanked the Selectboard and left the meeting at 6:25 PM.

Fire Department Business: Fire Chief Gene Beaubien, Deputy Chief Ken Sears, Engineer Steve Connell, and Firefighter Kyle Kendall met with the Selectboard to discuss several matters.

The Rescue Van, which is a 1986 Ford E350 4x4 frame with a Braun body, was recently brought to Rose Ledge to have the brakes inspected, as they were "soft and spongy." It was determined that the brakes are safe right now, but probably won't last more than one year. The estimate to replace all four brakes is \$2,164.36. The van responds to more calls than any other vehicle in the Fire Department's fleet. It was purchased by NMH and gifted to the Town in the early 1990s. The Selectboard gave a verbal ok for replacing the brakes, and a purchase order was signed for the same.

Randy publicly thanked the Fire Department for their fast response to a dryer fire at his home a couple of weeks ago.

Beaubien reported that the hose testing is scheduled for October 29th at the State Boat Ramp. The next round of FEMA grants will be opening up soon for applications. No decision has been made on the equipment to apply for. The members of the Fire Department left the meeting.

Western Mass Law Enforcement Mutual Aid Agreement: The Selectboard again reviewed and discussed a request from Police Chief David Hastings to have the Town sign on to a Western Massachusetts Law Enforcement Mutual Aid Agreement. Since the agreement was first discussed on 10/6, seven more communities have joined, including Montague and Whately. A primary reason for the Chief's request is that Greenfield will be signing this agreement, but did not sign the Franklin County agreement last year. Most of Gill's on-duty, out-of-town trips are to either the courthouse or hospital, and currently our officers cannot act if a situation develops.

John noted a concern that in recent years police departments in general have become more militarized, and worried that this could be seen as another step in that direction. Randy suggested that overall, police abuses may be less than what they once were, but that those that happen are more visible due to citizen cell phone photos and videos. This agreement may be another small step toward a regional police force.

Greg made a motion, seconded by John, to authorize Randy to sign the agreement on the Town's behalf. The vote was unanimous in the affirmative.

Veterans' District: Ray reported on a 10/9 information session about the proposed merger between the Central Franklin County Veterans District (of which Gill is a member) and Greenfield's Veterans Services Office. There was a high level of support for the merger among the many representatives who attended. While Gill's FY16 assessment from the new district will be higher than the FY15 assessment, it won't be as high as it otherwise would have been. Without the merger, our district would have needed to hire more staff in order to comply with state

staffing requirements. Ray recommended the Selectboard vote to withdraw from the Central Franklin County Veterans District and join the new Upper Pioneer Valley Veterans Services District effective July 1, 2015. Greg made a motion to that effect, and it was seconded by John. The vote was unanimous in the affirmative.

2004 Explorer: The Selectboard continued a previous discussion on the 2004 Explorer, a former police cruiser now being used mostly as a runaround vehicle for the Highway Department. Its inspection sticker expired on 9/30, and a considerable amount of bodywork and mechanical repairs are needed to get it to pass inspection.

There was brief discussion that given the age and condition of the Explorer, the cost of keeping it on the road isn't worth it. John made a motion, seconded by Greg, to declare the Explorer as surplus equipment. The vote was unanimous in the affirmative.

Appointment: John made a motion, seconded by Greg, to appoint Tom Hodak to the Cable PEG Access Committee through June 30, 2015. The vote was unanimous in the affirmative.

Sewer Abatement: John made a motion, seconded by Greg, to grant a sewer abatement of \$27.95 to Jeff Suprenant for metered water used for filling a spa. The vote was unanimous in the affirmative.

Gas Pipeline Letter: The Selectboard reviewed a letter to various State and US elected officials calling for state-level public hearings on the proposed Kinder-Morgan/Tennessee Gas Pipeline Project. John made a motion, seconded by Greg, to authorize Randy to sign the letter on behalf of the Town. The vote was unanimous in the affirmative.


Cultural Council Grant: The State has issued the grant contract for the FY15 funding for the Gill Cultural Council. This year's grant is \$4,300, up slightly from \$4,250 in FY14. Greg made a motion, seconded by John, to accept the grant and authorize Ray to sign any necessary paperwork on the Town's behalf. The vote was unanimous in the affirmative.

David Detmold left the meeting at 7:20 PM.

Warrant: The Board reviewed and signed FY 2015 warrant #9.

The meeting adjourned at 7:50 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



Greg Snedeker, Selectboard Clerk

TOWN OF GILL
M A S S A C H U S E T T S



www.gillmass.org

To be published in The Recorder on October 10, 2014

NOTICE OF PUBLIC HEARING

In accordance with the provisions of M.G.L. Chapter 138, notice is hereby given that the Gill Selectboard will hold a public hearing at the Gill Town Hall, 325 Main Road, Gill, MA on Monday, October 20, 2014 at 6:00 PM on the two applications: 1) To transfer the All Alcohol Package Store liquor license at the location identified as Jan's Package Store, 6 Main Road, Gill, MA. The application requests that the license of JRS of Gill, LLC be transferred to Deerfield Spirit Shoppe, Inc., d/b/a The Spirit Shoppe, under the management of Steven Schechterle. The property described in the application is the single story building (54' x 32') consisting of retail space and storage on the easterly side of Main Road. 2) To alter the interior of the above-described licensed premises to reconfigure retail and storage spaces.

Rose Ledge Companies

21 Poplar Mountain Road

Erving, MA 01344

(413)423-3563

(800)342-8878

DATE	INVOICE
10/15/2014	10110694

BILL TO
GILL FIRE ENGINE 2 196A MAIN RD GILL MA 01376 413-522-2701 NIRE

P.O. NO.

--

YEAR	MAKE	MODEL
10-26-85	FORD	E350 4X4

MILEAGE	FLEET UNIT #	REG #
	1251	M26-170

SERIAL NO. / VIN
1FDKE30L2GHA59127

ITEM	QTY	DESCRIPTION	LIST	Total
TK	12.5	REPLACE FRONT ROTORS, CALIPERS, FT PADS, REAR SHOES, DRUMS, REAR WHEEL CYLINDERS, ADJUSTERS AND KITS, SHOP LABOR SERVICE NOTE THIS IS FOR LISTED PARTS 4X4 CONVERSION MAY USE DIFFERENT FRONT PARTS PRICE SHOULD BE CLOSE BUT MAY CHANGE, BRAKE HOSES AND ADDITIONAL LINES MAY BE NECESSARY		1,050.00
BRAKE FLUID	3	DOT SYN BRAKE FLUID / PINT		26.85
ROTOR	2	FRONT, ROTOR		153.56
KIT	2	FRONT SLIDE SHIMS		57.12
BRAKE PADS	1	, DISC PADS		74.99
CALIPER	2	, BRAKE CALIPER		217.90
BRAKE DRUM	2	, BRAKE DRUM		214.14
BRAKE SHOES	1	, BRAKE SHOES		108.99
WHEEL CYLS	2	WHEEL CYLS		33.98
HARDWARE	1	, HARDWARE		12.53
ADJUSTER	2	, BRAKE PART		64.18
SEAL	2	, SEAL		65.12
BRAKE LINE		, BRAKE LINES AND FITTINGS		85.00
			Total	\$2,164.36

WMASS LE MUTUAL AID AGREEMENT 09-09-2014

Current Signatories:

Easthampton, Holyoke, Westfield, Ludlow, Granby, Westhampton, Palmer, Monson, Pelham, Deerfield, South Hadley, Hatfield, Northampton, Belchertown, Hadley, Wilbraham, Longmeadow, Goshen, Hampden, Southwick, Amherst, Williamsburg, Chesterfield. *ERVING*,
Huntington, Cummington, Granville, Montague, Whately, West Springfield,

Anticipated Signatories: Southampton

Greenfield, Agawam, West Springfield, Chicopee, Springfield, East Longmeadow, Huntington, Ware, UMASS.

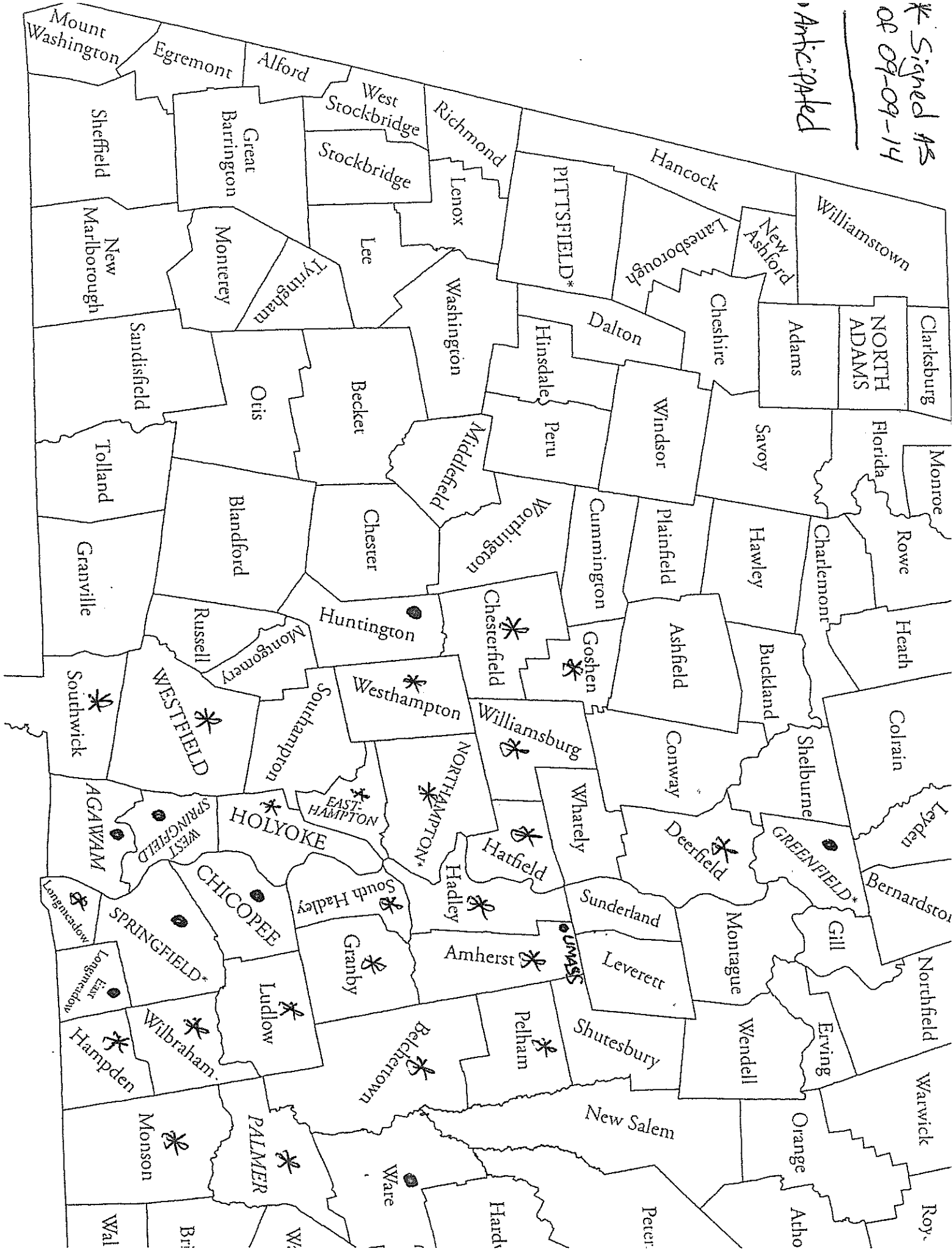
ALL FRANKLIN County Chiefs Support This Agreement
At Our Last Meeting on Sept 16th, 2014

District Attorney Offices of FRANKLIN/Hampshire and Hamden
County have already vetted and approved this Agreement.

MAJOR FACTOR IS GREENFIELD SIGNING ON TO THIS
AGREEMENT WHEN THEY ARE NOT ON THE FRANKLIN
County Agreement.

* Signed AS
of 09-09-14

Anticipated





LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Mutual Aid Agreement is made among and between the Signatory Parties as of the dates indicated next to their respective signatures on Attachment A, which is attached hereto and made a part hereof, subject to the withdrawal and addition of Parties in accordance with the provision of Section 4.0 and Section 5.0 of this agreement.

WHEREAS, Chapter 40, Section 8G, of the Massachusetts General Laws (MGL), duly accepted by each of the Parties, authorizes cities and towns to enter into agreements with other cities and towns, and Section 2 of Chapter 348 of the Acts of 2004 authorizes the University of Massachusetts Amherst to enter into Mutual Aid Agreements authorized by MGL Ch. 40, Sec. 8G to provide mutual aid programs for police departments to increase the capability of such departments to protect the lives, safety and property of the people in the area designated in the agreement; and

WHEREAS, each Party desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each Party within the territorial limits of each other Party;

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section 1.0 Purpose & Authority:

The purpose of this Agreement is to establish a strategic working partnership to address public safety concerns including but not limited to: providing mutual aid for the member police departments because of terrorist or enemy action; natural disaster; unusual occurrence, including but not limited to fire, flood, storm, earthquake, landslide, aircraft accident, search or rescue operations; other natural or man-caused incidents requiring exceptional police action; school or workplace violence; riot; mob action; civil disturbance; demonstration; urban insurgency; unsafe or impaired driving; police outside details; drug distribution; tactical operations; K-9; electronic & cybercrime; combating violent street gangs and associations; the pursuit and/or apprehension of suspected traffic violators; as well as any law enforcement operations that require more sophisticated investigation on a regionalized basis or any situation threatening the peace and tranquility in the Parties' jurisdictions.

In order to address these public safety concerns, the Parties hereby agree to have sworn police officers from each department empowered to operate with full police powers, including the power of arrest, in each participating Party's jurisdiction. This Agreement is intended to supplement but not contradict the provisions of MGL Ch. 41 §99, as well as all other statutes and common law that authorize police officers of one Party to exercise police powers in another Party's jurisdiction. Such extraterritorial exercise of police powers is authorized under this Agreement in both mutual-aid-request and self-activation situations, as defined herein. Nothing contained in this agreement shall be construed as limiting the lawful authority of police officers to make arrests or to exercise their police powers or to engage in fresh and continued pursuit under MGL Ch. 41, §98A.

Section 2.0 Definitions:



LAW ENFORCEMENT MUTUAL AID AGREEMENT

For purposes of this Agreement, the following terms shall be defined as set forth below:

- a. **Chief of Police:** A Party's chief law enforcement officer; includes functional equivalent of Chief of Police, whether denominated "Director," "Commissioner," "Marshal," "Superintendent," or similar title.
- b. **Commanding Officer:** A Party's Chief of Police, designee of the Chief of Police, or Police Officer in charge of a shift.
- c. **Official Request:** A request for police assistance or for the exercise of Police Powers made by one Party of one or more other Parties under the terms of this Agreement.
- d. **Party:** City, Town, the University of Massachusetts Amherst, or any other entity or agency with law enforcement powers that has been authorized to and has executed this Agreement. A Party may be located within, or be contiguous to, the Commonwealth of Massachusetts. The Parties are listed in Attachment A, which is incorporated herein by reference, and may be revised from time to time as Parties join and withdraw from this Agreement.
- e. **Police Officer:** On-duty sworn police officers regularly employed as such by or in any Party; for purposes of this Agreement, Chiefs of Police and/or their designees shall be the only Police Officers considered on-duty at all times.
- f. **Police Powers:** All police powers granted to Police Officers regularly employed as such, including but not limited to the power of arrest.
- g. **Receiving Party:** A Party receiving police assistance or in which one or more Police Officers regularly employed as such by another Party is exercising Police Powers in accordance with this Agreement.
- h. **Self-Activation:** The exercise of Police Powers within the territorial limits of any Party by any Police Officer regularly employed as such by any other Party under the terms of this Agreement in the absence of an Official Request.
- i. **Sending Party:** A Party that provides police assistance under the terms of this Agreement or that regularly employs one or more Police Officers who exercise Police Powers within the territorial limits of any other Party under the terms of this Agreement.

Section 3.0 Term of Agreement:

This Agreement shall be effective immediately among and between the signatory Parties as of the dates indicated next to their respective signatures on Attachment A, which is attached hereto and made a part hereof, subject to the withdrawal and addition of Parties in accordance with the provision of Section 4.0 and Section 5.0 of this agreement. The agreement shall remain in effect thereafter among and between any remaining Parties until terminated as provided in Section 4.0.

Section 4.0 Termination of Agreement:



LAW ENFORCEMENT MUTUAL AID AGREEMENT

Any Party may unilaterally withdraw from this Agreement at any time upon thirty (30) days prior written notice to all Parties.

Section 5.0 Amendment of Agreement:

This Agreement may be amended from time to time only by a specific writing duly executed by all the Parties. Any municipality in Berkshire, Franklin, Hampden and Hampshire Counties, provided it has adopted MGL Ch. 40 Sec. 8G or has been otherwise authorized to enter in this agreement, may become an additional Party to this agreement by signing a copy of Attachment B and providing written notice to all other Parties to this agreement, enclosing a copy of the executed Attachment B, within 30 days of executing such attachment.

All notices shall be provided to the Mayor, Manager, or Board of Selectmen, or authorized signatory as well as the Chief of Police of each Party.

Nothing contained herein shall preclude the Chiefs of Police of the participating Parties from establishing mutual aid guidelines and procedures that are consistent with the terms of this Agreement.

Section 6.0 Obligations and Responsibilities:

6.01 Authority of Officers: The police powers, rights, privileges and immunities of any Police Officer employed by a Party to this Agreement shall extend within the territorial or jurisdictional limits of each other Party to this Agreement while such Police Officer operates in accordance with this Agreement, either pursuant to an Official Request or Self-Activation. In addition, without in any way limiting the foregoing, Police Officers who are on-duty and operating a police vehicle equipped with emergency warning lights and audible sirens or other similar devices may enforce the motor vehicle laws of the Commonwealth of Massachusetts while in the jurisdiction of another participating Party.

Whenever any officer from a Party decides to exercise police powers in the jurisdictional territory of any other Party, said officer should provide or make arrangements to provide notification, as soon as practically possible, to the police department in the jurisdiction in which the officer is exercising police powers.

Operating within the territorial limits of a Receiving Party in accordance with this Agreement shall not cause a Police Officer to be considered for any purpose to be an employee of the Receiving Party. All employment rights, compensation, and benefits, including but not limited to the provisions of MGL Ch. 41, § 111F and/or MGL Ch. 32 § 94, shall remain the responsibility of the Sending Party. Notwithstanding the foregoing, any Party may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

Any citizen or other complaint or investigatory or disciplinary action arising out of the conduct of any Police Officer acting pursuant to this Agreement shall be treated as if the Officer had been



LAW ENFORCEMENT MUTUAL AID AGREEMENT

operating within the territorial limits of the Sending Party at the time of the incident(s) or conduct at issue, unless otherwise agreed upon by the Sending Party and the Receiving Party.

6.02 Command and Control: When exercising Police Powers pursuant to this Agreement, Police Officers shall be under the direction and control of the Commanding Officer of the receiving Party during the duration of the operation, event or incident in connection with which the Police Officer is exercising Police Powers.

The Commanding Officer of the Sending Party may recall the Police Officers and equipment of the Sending Party at the Commanding Officer's sole discretion.

6.03 Official Request: Any Party or its designee may request assistance from any other Party for any valid law-enforcement purpose, including but not limited to the purposes set forth above in Section 1.0 (Purpose & Authority) and as detailed below in Section 6.04 (Self-Activation). Any Official Request should include all pertinent information such as the nature, location, and expected duration of the event or situation giving rise to the Official Request; the number of Police Officers requested, including specialty requirements; the type of equipment and logistical support needed; the location to which Police Officers should report; and the name of the supervising officer or Commanding Officer to whom Police Officers should report. This Agreement is not intended to impose any obligation on any Party to respond to any Official Request.

6.04 Self-Activation: A Police Officer who observes or becomes aware of any violation of law within the territorial limits of any Party may exercise Police Powers within the territorial limits of any Party for the purpose of preventing harm to the public; preventing loss or damage to property; engaging and stopping unlawful behavior; investigating possible criminal violations; increasing the capability of all Parties to protect the lives, safety, and property of people in the area; making an arrest or detaining offenders pending arrival of a Police Officer of the Receiving Party; enforcing or investigating any traffic-related incident or violation, whether or not it was originally observed in territorial limits of the Sending Party; and fresh-and-continued pursuit or exigent circumstances as otherwise authorized by law.

Notwithstanding the forgoing or any other provision of this agreement, a Chief may issue an order that any one or more officers are not to self-activate or may impose additional restrictions on their department's officers in such instances.

6.05 Notification to Receiving Party of Exercise of Police Powers: Whenever Police Powers are exercised by a Police Officer in a Receiving Party's jurisdiction pursuant to this Agreement, the Commanding Officer of the Receiving Party shall be notified promptly, given the circumstances, by the Police Officer exercising the Police Powers so that arrangements can be made for any arrestee to be transported to the appropriate police headquarters or other lock-up and/or booking facility to undergo the required administrative booking process in the jurisdiction where the arrest occurred, or so that other appropriate administrative action may be taken. Such notification is intended to ensure that the Police Officer has properly recorded all of the facts and circumstances of the arrest or other police action in conformance with the policies, procedures and regulations of the agency where the enforcement occurred, including the appropriate biographical data of any involved person, and the documentation necessary for the effective



LAW ENFORCEMENT MUTUAL AID AGREEMENT

prosecution of any criminal defendant in a court of proper jurisdiction, including, but not limited to, citations, incident and arrest reports.

6.06 Powers of Police Officers: The powers of all the Police Officers operating under this Agreement shall remain in full force and effect for the duration of this Agreement unless any of the following should occur:

- ❖ Separation of service from or suspension by the employing agency;
- ❖ The Chief of Police or designee of the Sending Party imposes a restriction on the Police Officer's authority to exercise Police Powers in accordance with this Agreement.

6.07 Costs and Expenses: Each Party to this Agreement shall assume and be responsible for paying all of its own personnel costs, including, but not limited to, the salaries, overtime premiums, and disability benefits payable to its own Police Officers, and all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition and other expendable supplies; provided, however, that the Receiving Party, if an Official Request has been made, shall reimburse the Sending Party for such payments to the extent there is insurance coverage available to do so and/or any Federal or State grant funds and/or emergency funds (e.g., in the event of a natural disaster) are available to do so.

If an Official Request has been made for a long-standing incident or pre-planned event, unless otherwise agreed upon, the Receiving Party agrees to reimburse the Sending Party for any/all expenses incurred during such incident or event.

Section 7.0 Liability and Indemnification:

Each Party agrees to assume its own defense and to hold each other Party, its agents, servants, and employees harmless from all suits and claims brought by third parties arising out of any act or omission committed by that Party or its Police Officers.

Section 8.0 Successors and Assigns:

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Parties.

Section 9.0 Section Headings:

The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

Section 10.0 Execution of Counterparts and Notice:

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested and/or to such



LAW ENFORCEMENT MUTUAL AID AGREEMENT

other person(s) and address(es) as any party shall have specified in writing to the other subsequent to the execution of this Agreement.

Section 11.0 Stability of Agreement:

This Agreement is to be construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement, along with any referred to Attachment(s), embodies the entire agreement between the Parties hereto, and each Party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

Section 12.0 Invalidity:

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

Section 13.0 Non-Waiver:

The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such Party thereafter to enforce any such provisions.

Section 14.0 Signatories and Certification:

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused it to be effective as to each Party as of the date set forth in the signature block for that Party.

Each Party certifies to the others (a) that it has duly accepted the provisions of Massachusetts General Laws Chapter 40, Section 8G, (b) that it is duly authorized to execute this Agreement and (c) that its Police officers have complied with training mandates of Massachusetts General Laws Chapter 41, Section 96B.

Executed as a sealed instrument by the Parties' duly authorized representatives.

For the **Town of Gill:**

Chairman of Selectboard

10/20/14

Date

David W. Hastings, Chief of Police

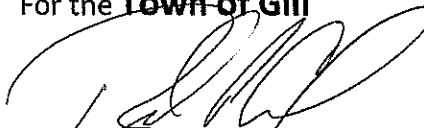
Date



WESTERN MASSACHUSETTS LAW ENFORCEMENT MUTUAL AID AGREEMENT

Effective _____, 2014, communities participating in the attached 'Western
Massachusetts Interagency Mutual Aid Agreement' are as follows:

For the ~~Town of Gill~~



Selectboard Chair : Randy Crochier Date 10/20/14



David W. Hastings, Chief of Police Date



DEPARTMENT OF
VETERAN SERVICES
CENTRAL FRANKLIN COUNTY DISTRICT

P.O. Box 392 • 190 MILLERS FALLS ROAD
TURNERS FALLS, MA 01376
TEL: 413-863-3205 • FAX: 413-863-3219

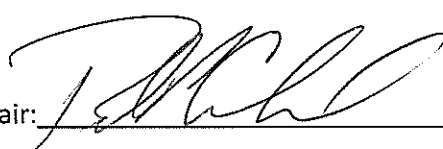
LEO J. PARENT, JR., VSO

MARK FITZPATRICK, VSO

PHYLLIS MEEHAN
VSO, Assistant

Date: 10/20/2014

Be advised that the Board of Selectmen of the Town of: Gill have voted to
withdraw from the Central Franklin County Veterans District and become a member of the Upper
Pioneer Valley Veteran Services District effective July 1, 2015.

Select Board Chair: 

Member Towns:

Ashfield • Bernardston • Buckland • Charlemont • Colrain • Conway • Deerfield • Erving • Gill • Hawley • Heath • Leverett
Montague • Monroe • New Salem • Northfield • Orange • Plainfield • Shelburne • Shutesbury • Sunderland
Wendell • Whately

10/20/2014

Vets' District Merger - simplified look at the assessments

CFCD

\$ 96,439 \$ 2,393 Gill FY15 assessment - current Vets' District
- formula is 100% EQV

CFCD

\$ 101,439 \$ 2,279 Gill FY16 tentative assessment - current district
- no staffing changes (doesn't meet guidelines)
- decrease mostly due to Rowe joining

CFCD

\$ 142,325 \$ 3,198 Gill FY16 tentative assessment - current district
- staffing to meet Dept Vets Services population guidelines

UPVVSD

\$ 115,285 \$ 2,863 Gill FY16 assessment - NEW district
- full staffing based on Dept Vets Services population guidelines
- formula based on 50% population, 50% EQV
- includes a \$10,000 corporate donation in each of FY16&17
- \$470 (20%) increase over FY15
- good possibility of no increase in FY16 IF State covers Year 1 transition costs of \$23,846 (supported by DVS & Sen Rosenberg)

MINIMUM PERSONNEL STAFFING REQUIREMENTS AND GUIDELINES FOR VETERANS' SERVICES DISTRICTS

Aggregate Population of Municipalities Comprising Veterans' Services District	Full-Time Director of Veterans' Services District	Part-Time Director of Veterans' Services District	Full-Time Deputy Director of Veterans' Services District	Part-Time Deputy Director of Veterans' Services District	Full-Time Veterans' Agents	Part-Time Veterans' Agents	Full-Time Clerical Staff	Part-Time Clerical Staff
700,001 and Over	1	0	Optional	Optional	Ad Hoc	Ad Hoc	Ad Hoc	Ad Hoc
550,001 to 700,000	1	0	Optional	Optional	3	2	4	Optional
480,001 to 550,000	1	0	Optional	Optional	3	2	3	1
410,001 to 480,000	1	0	Optional	Optional	3	2	3	Optional
340,001 to 410,000	1	0	Optional	Optional	2	2	3	Optional
270,001 to 340,000	1	0	Optional	Optional	2	1	3	1
210,001 to 270,000	1	0	Optional	Optional	2	1	3	Optional
150,001 to 210,000	1	0	Optional	Optional	2	Optional	3	Optional
120,001 to 150,000	1	0	Optional	Optional	1	1	2	1
100,001 to 120,000	1	0	Optional	Optional	1	1	2	Optional
90,501 to 100,000	1	0	Optional	Optional	1	Optional	2	1
70,001 to 90,500	1	0	Optional	Optional	1	Optional	2	Optional
61,001 to 70,000	1	0	Optional	Optional	1	Optional	1	1
55,001 to 61,000	1	0	Optional	Optional	1	Optional	1	Optional
35,001 to 55,000	1	0	Optional	Optional	Optional	1	1	Optional
20,001 to 35,000	1	0	Optional	Optional	Optional	Optional	1	Optional
15,501 to 20,000	1	0	Optional	Optional	Optional	Optional	Optional	1
12,000 to 15,500	1	0	Optional	Optional	Optional	Optional	Optional	Optional
1 to 11,999	Optional	1	Optional	Optional	Optional	Optional	Optional	Optional

#1 C F U DISTRICT
#2 NEW DISTRICT



William F. Martin
Mayor

City known as the Town of
GREENFIELD, MASSACHUSETTS

DEPARTMENT OF VETERANS SERVICES

TIMOTHY NIEJADLIK, Director

294 Main Street • Greenfield, MA 01301

Phone 413-772-1571 • Fax 413-772-1401

TimothyN@greenfield-ma.gov • www.greenfield-ma.gov

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

District Composition:

The Upper Pioneer Valley Veterans' Services District (the District) is comprised of one city, 25 Franklin County towns, and one Hampshire County town with a total district population of 71,663 (2010 census). (See Appendix A)

Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3 *et seq.*

Reasonable Geographical Proximity of Municipalities Within the District:

As a whole, all municipalities within the district adjoin one another. The district is divided basically along geographical lines with an Eastern County and Western County divided by the I-91/Connecticut River corridor.

Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00. 14.

Personnel Staffing for the District:

The Upper Pioneer Valley Veterans' Services District employs three veterans' services officers and an adequate number of clerical support staff. Specifically, the district employs one full-time director of the veterans' services district, two full-time veterans' agents, and one full-time clerical support worker. The district's staffing reflects the Massachusetts Department of Veteran Services guidelines for the minimum personnel staffing requirements for veterans' services districts.

Ref: M.G.L. c. 4, § 7(43); M.G.L. c. 115, §§ 1, 3, 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 2.02; 108 CMR 12.00.

Business Hours and Locations within the District:

The Upper Pioneer Valley Veterans' Services District's main office is located at the Greenfield Veterans' Resource and Referral Center, 294 Main Street, Greenfield, separate and apart from other city offices, and maintains regular business hours from 8:30 a.m. to 5:00 p.m., five days per week (Monday through Friday). The main office is staffed by the district's one full-time clerical support member and the District Director. The District will maintain satellite offices, with space provided by member communities at no cost to the district, with the two full-time VSOs setting schedules as needed in their respective eastern and western municipalities.

Ref: M.G.L. c. 115, §§ 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00.


Upper Pioneer Valley Veterans' Services Inter-Municipal Agreement

Pursuant to c.40, sec 4A, this Agreement, approved by the Mayor and Greenfield Town Council and the Select Boards of the participating Towns, is hereby entered into and is effective from this first day of July 2015, by and between the City of Greenfield and the participating towns. This agreement contractually enables the Director of Greenfield's Veterans' Resource and Referral Center, and such other Veterans' Service Officers as shall be on the staff of such office, to perform the duties of such office for all of the towns which are party to

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a designated Green Community and a recipient of the "Leading by Example" Award*

this agreement. The terms of this contract shall be for Fiscal Years 2016, 2017 and 2018, namely July 1, 2015 through June 30, 2018.

1. Such duties will be performed in the Greenfield office of the Town's Veterans' Services Officer during regularly scheduled business hours or in the member towns during weekly office hours there or during normal office hours.
2. It is understood and agreed that the distribution of benefits payable to Veterans in the member towns under the provisions of Chapter 115 of the Massachusetts General Laws shall be paid by the Treasurer of the member Town in which that Veteran resides or by such method that the Commonwealth sees fit as determined by the Massachusetts Legislature or the Massachusetts Department of Veterans' Services.
3. It is understood and agreed that the reimbursement of Veterans' benefits from the Commonwealth of Massachusetts will be credited to the member Town in which that Veteran resides.
4. All District employees shall be employees of the City of Greenfield. The City of Greenfield shall pay all reasonable and customary salaries and District operating expenses with assessments collected from all District member towns. The Veterans' Service Officer of Greenfield shall serve as the Director of the District and will supervise all staff in their duties as related to the office in the various towns. These duties shall include the application of M.G.L. Ch 115, filing for federal benefits, assistance with housing, employment, health insurance, and burial benefits. The Director may assign other duties as required by M.G.L. Ch 115 in the performance of the office to include work schedules and appointments as needed.
5. A Member Board shall be created with one primary representative and one alternate representative from each member community. Each community shall have only one vote in matters that come before the Board. The Board shall meet as needed but no less than twice a year and shall address all issues related to the implementation of this District.
6. The Greenfield office shall work with local Veterans Councils from the member communities to assist the Councils in coordinating all ceremonies and parades in all member communities, so long as it does not interfere with the VSO's primary duties.
7. The Greenfield office shall comply with the DVS Directive, dated June 8, 2009, to utilize a paperless Web-VSMIS system which will allow for the submission of member communities' benefit reimbursement requests to the Commonwealth of Massachusetts. Examples of such technology include but are not limited to Internet access, fax access, photocopier access and office space.
8. For the term of this agreement, annually by February 1st, each member town will provide a quantity of cemetery flags needed to the district. The District will order the flags, bill the towns, and process reimbursement for each member town.



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9. Assessments to the District shall be made payable to the Town of Greenfield and mailed to the Upper Pioneer Valley Veterans' Services District c/o Town Hall, 14 Court Square, Greenfield, MA 01301 no later than July 15th of each year.
10. Any budget surplus at the end of each fiscal year will be refunded to each member town according to the EQV/Population model used in the initial assessment. Each fiscal year the District will present a new assessment schedule for the member towns based on any budget increases/decreases incurred or expected based on normal costs of doing business such as indirect employee costs and negotiated union contracts.
11. A member municipality may withdraw from a veterans' services district by vote of its legislative body (selectmen or city council) at the end of a fiscal year if such withdrawal is voted on not less than sixty (60) days prior to the end of the municipality's fiscal year and notice of such vote is filed with the other municipalities comprising the district. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.
12. If towns opt to join or leave the District, it is understood that the annual assessments of the other member towns will change.

The new Upper Pioneer Valley Veterans' Services District will base assessments on 50% Equalized Valuation (EQV) and 50% US Census population. EQV will use the most recent "Final" figures as published by the Massachusetts Department of Revenue and population will use figures from the most recent decennial census conducted by the US Census Bureau. Submitted assessments are based on the cities/towns listed below (see Appendix B for assessments based on EQV and Population).

In the fall of 2014, the Upper Pioneer Valley Veterans' Services District will provide assessments to the member communities based on the 50% EQV-50% Population model. This will provide member communities time to consider membership in the district for FY 2016 within the guidelines in accordance with MGL Ch 115 District formation. Towns not wishing to join must notify MA DVS and submit their own plan for compliance of their municipality with MGL Ch 115. The remaining district assessments would be recalculated and resubmitted to the remaining communities for approval. **Fiscal Year 2016 will serve as the base year in establishing**

the district budget. The City of Greenfield will assume 56% of the district budget. The balance of the budget will be assessed to all remaining signatory communities listed below.

All remaining costs associated with the operation of the Upper Pioneer Valley Veterans' Services District shall be paid by the City of Greenfield.

This agreement may be renewed on a tri-annual basis by mutual written agreement of all the parties.



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Gill Highway Dept.

Date: October 2, 2014

Memorandum:

Dear: Selectboard

The repairs to the 2004 Ford Explorer that was given to the Highway/ Fire Depts by the Police dept has been estimated at more than we feel the vehicle is worth. The following estimates are provided to you for your determination as to what to do with the vehicle. The vehicle is currently not being driven due to the inspection has expired as of Oct 1, 2014 and the vehicle in it's current state will not pass.

The Kelly Blue Book value is as follows:

Fair condition- as this vehicle falls into is - \$ 2915.00- \$ 3714.00

Good Condition- \$5410.00

Excellent Condition- \$5842.00

Dougs Autobody for the body repairs- \$2608.27

Ford of Greenfield for the mechanical repairs – replacement of both rear strut/coilsprings, transmission service and diagnostics of banging in the transmission, wheel alignment and all labor -\$ 914.85

Thanks, Respectfully


Mitchell L. LaClaire Sr.

Hwy Supt.

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

October 20, 2014

To: State Senator Benjamin Downing and State Representative Mark J. Cusack,
Co-Chairs Joint Committee on Telecommunication, Utilities and Energy
State Senator Cynthia Creem, Chair Senate Committee on Post Audit and Oversight
State Representative Paul Linsky, Chair House Committee on Post Audit and Oversight

Cc: State Senator Stanley Rosenberg
State Representative Denise Andrews
US Representative James McGovern
US Senator Edward Markey
US Senator Elizabeth Warren

Re: Kinder Morgan/Tennessee Gas Pipeline Project – Hearings Requested

The purpose of this letter is to assert our rights as a Town, and to enlist your support in assuring that those rights are upheld. The Selectboard supports the mission of the Northeast Municipal Gas Pipeline Coalition (NMGPC): To gather knowledge and work collaboratively to provide representation and information to relevant government and public bodies concerning the Tennessee Gas Pipeline Project proposed by Kinder-Morgan, and its effect on our communities. Gill is one of 32 towns in Massachusetts and New Hampshire to have passed non-binding resolutions opposing this pipeline.

We are asking you to play a vital role in ensuring that the citizens, taxpayers and energy ratepayers of the Commonwealth have an opportunity to be heard in the upcoming deliberations before the Federal Energy Regulatory Commission (FERC) on this pipeline proposal. Specifically, we are asking you to conduct formal Public Hearings as soon as possible through both the Joint Committee on Telecommunication, Utilities and Energy, as well as the House and Senate Committees on Post Audit and Oversight.

We would like the Hearings to take testimony from interested parties and request a thorough analysis of cumulative environmental impacts. The hearings and testimony should also include a comparison of the costs of the Kinder Morgan project to the costs of alternative approaches to meeting Northeast energy needs. Energy alternatives to be reviewed must include conservation, peak energy reduction (through batteries, seasonal and pumped storage, and/or demand management), pipeline alternatives proposed by Spectra Energy and Portland Natural Gas, and expansion of existing KM pipelines without any green-field construction. The hearings shall include testimony on how all pipeline alternatives would affect the likelihood of LNG exports.

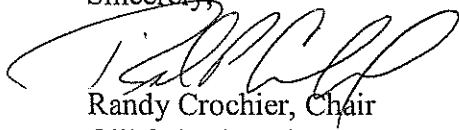
All of this information is necessary and must become part of the public record in the eventual Draft Environmental Impact Statement (DEIS) in order to ensure a fair and open FERC process that allows for real discernment and careful consideration of reasoned alternatives to the Tennessee Gas Pipeline proposal when the final EIS is crafted.

The process thus far has not been in the Commonwealth's best interests. FERC appears pre-disposed to approve any project that increases "system reliability" at the expense of reasoned alternatives.

Your assistance is vital to making the Commonwealth's best case. The State Department of Public Utilities will have an important intervener role before FERC and could place alternative arguments based on the Public Hearing into the record as part of the required Draft Environmental Impact Statement process. We believe this would carry tremendous weight with FERC. It is critical that the DEIS reflect a full range of alternatives, in addition to those presented by Kinder Morgan. These might include: alternative routes that reduce harmful environmental impacts; less intrusive solutions proposed by other pipeline companies; and demand-based and alternative energy solutions that address our energy needs with the infrastructure we already have.

The Gill Selectboard, as elected representatives of the citizens who reside in our towns, believe that our citizens have a right to both examine the FERC process and have sufficient time to challenge the criteria used in such a process. We believe that "due process," as declared in the Constitution of the United States, must be observed. We appeal to you, as our representatives, and declare that you have the duty to protect us from federal agencies using flawed processes that could harm our communities. Hearings as described above would go a long way towards affording us some level of protection. We urge you to hold them as soon as possible.

Sincerely,



Randy Crochier, Chair
Gill Selectboard



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue
Boston, MA 02116-3803
617.858.2700
800.232.0960 Toll Free
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

October 15, 2014

Ray Purington, Administrative Assistant
Town of Gill
Town Hall
325 Main Road
Gill MA 01354-9758

FY 14 \$4,250

FY 13 \$3,870

FY 09 \$4,300

Dear Mr. Purington:

Enclosed is a contract and scope of services for the Town of Gill that covers the transfer of FY 2015 Local Cultural Council funds from the Massachusetts Cultural Council to your local cultural council account for the Gill Cultural Council.

State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Massachusetts Cultural Council is not.

The contract includes: a signature page with the amount of the allocation (\$4,300), dates of service (July 1, 2014 to June 30, 2015), and a place to sign. You only need to sign it and include an email address, if possible. By using some of the contact information you provide, we hope to be able to build a database to allow more specific mailings to the officials of your municipality, including yourself. The second page is the scope of services which defines how the funds are to be expended following Massachusetts Cultural Council regulations. Lastly, the Signature Authorization page is a required form for all contracts with state agencies that clearly identifies the person or persons authorized to sign contracts for a vendor, in this case your municipality.

The contract should be signed with a completed Signature Authorization form and returned to me by November 28, 2014.

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package from your municipality. If you or any of your staff have any questions, please feel free to call me at 617/858-2722.

Thank you very much.

Sincerely,

Michael Nagle
Fiscal Officer

Attachments

